

REMARKS

Reconsideration and withdrawal of the rejection and the allowance of all claims now pending in the above-identified patent application (*i.e.*, Claims 7-13) are respectfully requested in view of the foregoing amendments and the following remarks.

At the outset, Applicant and his attorney wish to thank the Examiner for his indication of the allowability of all pending claims over the prior art. The present Response is, therefore, intended to address the issues raised in the Examiner's 35 U.S.C. §112, second paragraph, indefiniteness rejection of Claims 7-13, which represented the sole ground for rejection.

More particularly, as part of the Examiner's indefiniteness rejection, inquiry was made into the meaning of the term "guarantee hinge," which had been recited in the preamble of Claims 7-13. The word "guarantee" is used as an indication of whether the film-sealing for bottles or containers is, in fact, opened at least one time. The "guarantee," as explained in greater detail in Applicant's Specification (English translation) at Page 3, lines 5 – 6 ("This hinge closure firstly should be a guarantee closure in the sense that the fact that it has been opened once before is easily recognisable on the closed closure.") Stated differently, the hinge closure "guarantees" that, if after production the film-sealing is destroyed or the lid is opened, the end user will become aware of this prior opening by simply viewing the lid and seeing that the push button (8) is pressed inwardly or that strip (17) is broken. To avoid any confusion in the claims, however, Applicant has

amended the preamble of Claims 7-13 to delete the word “guarantee” and has rewritten the preamble to make clear the “guarantee” purpose/benefit of the hinge closure of the present invention.

The first and second sub-paragraphs of independent Claim 7 have been amended to clarify that the “inner thread” of the closure lower part is for permitting the closure lower part to be screwed onto a threaded spout of a bottle or a container, as explained in Applicant’s Specification (English translation) at Page 4, lines 21 – 25. This amendment is intended to clarify, and overcome, the portion of the Examiner’s indefiniteness rejection in which the Examiner stated that it was “unclear how the cap lid is closable with the inner thread of the closure lower part.” The intent of the claim is to recite that the inner thread is intended for establishing a screwable connection with the threading of a spout of a bottle or container though, as originally presented, it can be agreed that this was not entirely clear.

Further, Claims 7 and 8 have been amended to consistently use the term “cap lid,” rather than sometimes employing the alternative terminology “lid cap.” This basis for the Examiner’s indefiniteness rejection, it is respectfully submitted, as been corrected.

Finally, the Examiner has inquired into the use of the term “muff” in Claim 7: The word “muff” is of German origin, is derived from the word “muffe” and is translated as “muffle,” “pipe coupling,” “bushing” or “pipe collar.” In Applicant’s Specification, the muff (7) is the hose which covers and embraces the spout (4) when the cap lid (2) is closed. Applicant has amended independent Claim 7 to delete “muff” and substitute

therefor --pipe collar--, which is submitted to be an alternative and technically accurate descriptive term.

In view of the foregoing claim amendments, Applicant respectfully contends that the Examiner's 35 U.S.C. §112, second paragraph, indefiniteness rejection of pending Claims 7-13 has been overcome and that all claims are now in condition for allowance. Issuance of the Notice of Allowance is, therefore, respectfully requested and earnestly solicited.

Respectfully submitted,

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Enc.: 1. Petition for Two-Month Extension of Time for Response; and,
2. EFT for \$450.00 (Two-Month Extension Fee).

The Commissioner for Patents is hereby authorized to charge the Deposit Account of Applicant's Attorney (Account No. 19-0450) for any fees or costs pertaining to the prosecution of the above-identified patent application, but which have not otherwise been provided for.